

STATE OF NEW JERSEY
DEPARTMENT OF BANKING and INSURANCE
DIVISION OF BANKING

**AGREEMENT CONCERNING THE MAINTENANCE OF RECORDS AT AN
OUT-OF-STATE LOCATION**

This Agreement between the New Jersey Department of Banking and Insurance (NJDOBI) and _____ (Licensee) which is duly licensed pursuant to the LICENSED LENDERS ACT, N.J.S.A. 17:11C-1 *et seq.* is hereby entered into between the parties to govern the examination of records pertaining to the business of the Licensee conducted pursuant to the Act and required to be maintained by the Licensee.

The parties hereby agree that:

1. A licensee is ordinarily required to keep its records available to be examined by the NJDOBI at its licensed location in this State.
2. The Licensee has requested in writing to be allowed to keep its records in a state other than New Jersey.
3. The NJDOBI agrees that the Licensee may keep its records at the following site located outside of New Jersey:

4. The Licensee agrees, in return for being permitted to keep the records at the site specified in #3 above, that the NJDOBI may elect:
 - a) to have the Licensee produce the records, at a site in this State, which the NJDOBI shall designate, and that the Licensee shall be charged for the examination as for other in-state examinations; or
 - b) to examine the records at the out-of-state site specified in #3, or at some other mutually agreeable out-of-state site, provided that if, the NJDOBI elects to examine the records at an out-of-state site, the Licensee shall be charged for the examinations as follows:
 - 1) the prevailing per diem charge for the examiner's services;
 - 2) the costs resulting from conducting the examination at the out-of-state site which may include, in addition to the costs of conducting the examination itself:
 - i. travel or commuting times at the prevailing per diem rate for the examiner's services;
 - ii. automobile mileage at the prevailing rates allowable to New Jersey state employees;
 - iii. public transportation by airplane, train, taxicab, rental car, bus or subway;
 - iv. parking;
 - v. lodging, not to exceed the allowance to New Jersey state employees.

5. The above Licensee shall not move the records from the site specified in #3 without permission from the NJDOBI. Where the records are moved pursuant to this subsection, this agreement shall continue in full force and effect, except for the change in the address set forth in #3 above.
6. The above Licensee agrees that the NJDOBI may seize the records at any out-of-state site in the same manner, and for the same reasons, that such records could be seized if they were kept in-state.
7. The Licensee further agrees to the following condition(s):

RECORDS TO BE PRODUCED WITHIN THREE (3) BUSINESS DAYS OF THE REQUEST OF THE NEW JERSEY DEPARTMENT OF BANKING AND INSURANCE.
8. The NJDOBI reserves the right to rescind this agreement at any time upon notice to the Licensee. Within sixty days of receipt of notice, the Licensee shall comply with the recordkeeping requirements in effect at the time.

For the Licensee:

Print Name & Title

Signature

Date

For the NJDOBI:

Print Name & Title

Signature

Date